

TO PGE CASE # 19-30088 (DM)

FILED

DEC - 1 2020

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

SC - 100 Item 3<sup>rd</sup> BROKER CHAZ @EM211.COM  
FRANK KLASSEN February 20, 2019  
6037 E BILLING ST  
MESA AZ 85205 Phone 480 392 4400

I, Frank Klassen, as owner and Gary Klassen, as contract signer, are here to file for overcharges and other labor and material cost for 305 and 325 Kern Street, Kingsburg, CA.

Business address: 615 12th Ave., Kingsburg, CA 93631 559-859-2635

Bankruptcy Case # 19-30088 (DM)  
CHAPTER 11

In September or October of 2017, we paid PG&E \$1500 for a field man to come out and see how they were going to service my two homes. A man named Josh come out and said that over head would be the best and probably cost less. It would also help PG&E take out the sagging wire at the same time.

When they were ready to pull the permits, the city said we had to underground. The date was about 8-20. The PG&E man should have known that for all cities in Fresno County that is a requirement. It was a big cost for me. The second contract for \$3450 for both homes came with a pole to service two homes. Then I drew up a new plan for PG&E to eliminate the pole and go underground to the existing pole, saving costs for PG&E. The pole was delivered in June to the site with delays. The farmer could not farm his trees, so he pulled the pole to his farmyard. Then he wanted it out of his yard. I called PG&E two times, the <sup>FARMER</sup> called three times. He then dragged the pole back behind his barn. That pole was not used. As of today, that pole is still there. 11-20-20 COST OF POLE \$1000 BUILT TO ME  
Three Years Later

The third contract came in at \$7231.36 on October 5, 2018. Now, a total cost of \$10,682. By going underground, I had a lot of work to redo since the first contract called for overhead service. I had to redo both homes, remodel both overhead services and install conduit to underground services by cutting into the side wall to get it to work.

Then, I had to dig all the trench, lay three-inch conduit, pay the city and the county \$964 for encroachment permit. What PG&E had to do was all the easy part of the job. How they came up with a total cost of \$10,682.03 for two homes.

That's why I believe I should be rewarded \$7500 for what PG&E is charging me for the \$10682.03. All the time lost and delays, and from not renting out the second unit. Paying out \$17,453 to service two homes is way overcharged. They misinformed me and gave me no credit for contract #1. All PG&E is doing is

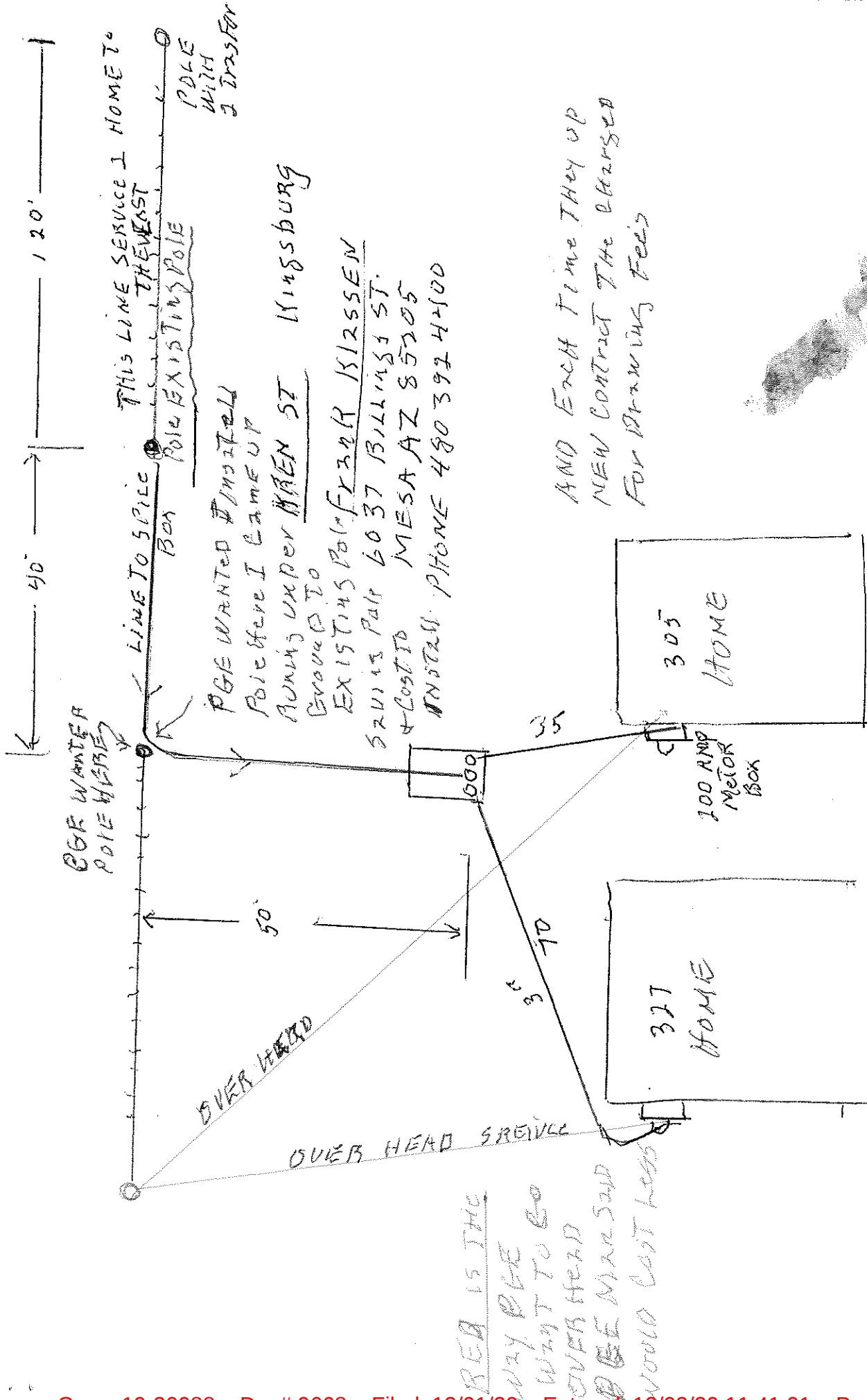
pulling the conduit and setting the transformer on the existing pole. That is 100% overcharging.

My cost for underground service

Fresno County and City permit	\$964
Rental Equipment	\$1700
220 feet Conduit	\$650
80 hours Labor	\$1600
Safety Signs	\$351
Black Top Street	<u>\$1500</u>
Total cost	\$6771

I Frank Klassen still have HD' POWER Pole  
ON JOB site which I paid ON THE CONTRACT WHICH  
COST PBE ABOUT \$1000 THIS Pole WAS NOT USED  
+ PBE DID NOT HAVE TO INSTALL THIS Pole ~~PLUS~~ PLUS  
NO TRAN FOR WHICH WAS CHARGED TO MY 3 CONTRACT  
IF PBE WANT THIS Pole I can Give them the  
LOCATION OF THE Pole PLUS FEES

FH



AND EACH TIME THEY UP  
NEW CONTRACT THE CHARGED  
FOR DRAWING FEES



# Customer Payment Coupon

1950.23

For Internal Use	
Notification #	112845489
Contract #	50000432 V1
E- PM #	35023982
G- PM #	
Prior MLX/PM#	1980
Customer #	1519044

GARY KLASSEN, AN INDIVIDUAL

615 12TH AVE

KINGSBURG CA 93631

First Contract

## Customer Cost Summary

KERN & CARDINAL LN, KINGSBURG, CA, 93631

Total Due \$1,950.73

Checks Paid Out  
To PGE  
10-5-17 1500  
10-13-17 1432.94  
6-12-18 1950.73  
10-5-18 7231.30  
All Money sent By  
Wire

## Important Payment Information

### To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at [pge.com/contractpayments](http://pge.com/contractpayments)

### To complete your contract BY MAIL

- Please make check payable to: **PG&E or Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:  
PG&E CFM/PPC Department  
PO BOX 997340  
Sacramento, CA 95899-7340

### IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at [pge.com/cco](http://pge.com/cco).

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](http://pge.com/safety).

PG&E CFM/PPC Dept.  
885 Embarcadero Dr.  
West Sacramento, CA  
95605

### Have Questions?

Please Call 1-800-422-0436



**STATEMENT OF APPLICANT'S CONTRACT  
ANTICIPATED COSTS.\***

#1 Contract

**Project Name:** KERN & CARDINAL LN

**Project Location:** 305 & 325 KERN ST, KINGSBURG, CA, 93631

**Notification Number:** 112845489

**PM Number(s):** (Gas) (Electric) 35023982

**APPLICANT COSTS**

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

<b><u>GAS</u></b>		<b><u>ELECTRIC</u></b>	
<b>Residential Service Facilities:</b>		<b>Residential Service Facilities:</b>	
Applicant: \$	_____	Applicant: \$	_____
PG&E:	<u>\$0.00</u>	PG&E:	<u>\$1,439.94</u>
Number of gas service: <u>0</u>	Stubs: <u>0</u>	Number of Electric service: <u>2</u>	<u>12-13-17</u>

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



112845489E





# Gas and Electric Extension Agreement\*

August 28, 2018

GARY KLASSEN, AN INDIVIDUAL  
615 12TH AVE, KINGSBURG, CA, 93631

Re: 305 & 325 KERN ST, KINGSBURG, CA, 93631

Dear GARY KLASSEN

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION		ELECTRIC SERVICE			
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer					X			X		

## GAS

## ELECTRIC

Total non-refundable project costs	\$0.00	\$6,755.00
Refundable extension costs	\$0.00	\$12,244.79
Allowances (credit)	- \$0.00	- \$0.00
Net refundable amount	= \$0.00	= \$12,244.79
<b>10 YEAR REFUNDABLE OPTION</b>		
Net refundable amount	\$0.00	\$12,244.79
Credit for value of design and/or facilities provided by applicant	- \$0.00	- \$0.00
Total non-refundable project costs	+ \$0.00	+ \$6,755.00
Total (if you select this option)	= \$0.00	= \$18,999.79
<b>NON-REFUNDABLE 50% DISCOUNT OPTION</b>		
Net refundable amount	\$0.00	\$12,244.79
Discount: 50% of Net refundable amount	- \$0.00	- \$6,122.40
Credit for value of design and/or facilities provided by applicant	- \$0.00	- \$0.00
Total non-refundable project costs	+ \$0.00	+ \$6,755.00
Total (if you select this option)	= \$0.00	= \$12,877.39
Potential refund per residential lot/unit	\$0.00	\$953.73
<b>Potential reimbursement per service completion</b>		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.



112845489E

Page 1 of 2

## For Internal Use

Notification #	112845489
Contract #	50000432 V2
E-PM #	35023982
G-PM #	
E-Prior MLX/PM#	1980
G-Prior MLX/PM#	
Customer #	1519044

## DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to deficiency billing if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

\* Automated document,  
Preliminary Statement, Part A

Form 79-1169  
Advice 3579-G/4607-E  
March 2015

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# Customer Payment Coupon

GARY KLASSEN, AN INDIVIDUAL

615 12TH AVE  
KINGSBURG CA 93631

For Internal Use	
Notification#	112845489
Contract#	50000432 V3
E PM#	35023982
G PM#	
E-Prior MLX/PM #	1980
G-Prior MLX/PM #	
Customer#	1519044

## Customer Payment Summary

305 & 325 KERN ST, KINGSBURG, CA, 93631

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options	Total Due	
10-Year Refundable Advance Option Gas and Electric	\$10,952.38	\$10,952.38
Non-Refundable 50 percent Discount Option for Gas and Electric	\$7,231.30	\$7,231.30
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$7,231.30	\$7,231.30
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$10,952.38	\$10,952.38

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

## Important Payment Information

### To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at [pge.com/contractpayments](http://pge.com/contractpayments)

### To complete your contract BY MAIL

- Please make check payable to: **PG&E or Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:  
PG&E CFM/PPC Department  
PO BOX 997340  
Sacramento, CA 95899-7340

### IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at [pge.com/cco](http://pge.com/cco).

To learn more about PG&E's gas and electric safety initiatives and resources please visit [pge.com/safety](http://pge.com/safety).

**Have Questions?**  
Please Call 1-800-422-0246



112845489E





# Gas and Electric Extension Agreement\*

**NOTE** ↙ ↘

## 2 Select one of the following payment options.

- ☐ **10-Year Refundable Option for Gas and Electric**
- ☐ **Non-Refundable 50 Percent Discount Option for Gas and Electric**
- ☐ **10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric**
- ☐ **Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric**

Gas	Electric	Advance	Total Due
\$0.00	\$18,999.79	\$3,450.73	\$15,549.06
\$0.00	\$12,877.39	\$3,450.73	\$9,426.66
\$0.00	\$12,877.39	\$3,450.73	\$9,426.66
\$0.00	\$18,999.79	\$3,450.73	\$15,549.06

## 3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at [pge.com/tariffs](http://pge.com/tariffs) or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

## 4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

**Please provide your payment and required forms within 90 days from 28-Aug-18**  
**PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.**

If you have any questions, please contact  
at **559-347-5178** or by email at **R1VL@pge.com**

## ADDITIONAL INFORMATION

### What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

### How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

**Please follow payment instructions  
found on your Payment Coupon.**

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Service Planning Supervisor

Customer

Agreed and accepted by:

GARY KLASSEN, AN INDIVIDUAL

Authorized Signatory GARY KLASSEN

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\* Automated document,  
Preliminary Statement, Part A

Form 79-1169  
Advice 3579-G/4607-E  
March 2015



Case: 19-30088 Doc# 9668 Filed: 12/01/20 Entered: 12/02/20 11:41:01 Page 8 of 11

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**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

**GAS DISTRIBUTION TRENCH**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

**I declare under penalty of perjury that the foregoing is true and correct.**

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (City)

By: \_\_\_\_\_

Print Applicant Name: GARY KLASSEN, AN INDIVIDUAL

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



1128454395

## **Non-Refundable Payments**

### **Rule 16 Non-Refundable Payments**

Excess Service Costs		<u>\$0.00</u>
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>
Service Riser	(+)	<u>\$0.00</u>
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	<u>\$0.00</u>
Inspection Fees	(+)	<u>\$1,108.95</u>
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$1,108.95</u>
Plus ITCC @ 24%	(+)	<u>\$266.15</u>
Other Non-taxable Charges:	(+)	<u>\$0.00</u>
Residential Per Meter Charge = 2 unit(s)	(+)	<u>\$150.00</u>
Non-Residential Per Meter Charge 0 unit(s)	(+)	<u>\$0.00</u>
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	<u>\$0.00</u>
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	<u>\$0.00</u>
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>
Total Rule 16 Non-Refundable Amount		<del>1,375.10</del> (=) <u>\$1,525.10</u>

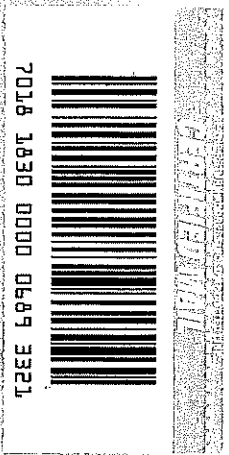
### **Rule 15 Non-Refundable Payments**

Inspection Fees		<u>\$0.00</u>
Re-estimating/Composite Preparation	(+)	<u>\$0.00</u>
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>
Value of Distribution Conduits	(+)	<u>\$0.00</u>
Distribution Risers Installed by PG&E	(+)	<u>\$944.40</u>
Value of Distribution Trench	(+)	<u>\$1,411.83</u>
PG&E Land Rights Costs	(+)	<u>\$0.00</u>
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$3,000.00</u>
Other	(+)	<u>\$0.00</u>
SUB TOTAL	(=)	<u>\$5,356.23</u>
Plus ITCC @ 24%	(+)	<u>\$1,285.50</u>
Less Distribution Conduits Installed by Applicant	(-)	<u>\$0.00</u>
Less Distribution Trench Provided by Applicant	(-)	<u>\$1,411.83</u>
Total Non-Refundable Electric Rule 15 Amount		(=) <u>\$5,229.90</u>

### **Relocation / Rearrangement of PG&E Facilities**

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>
Engineering & Administrative Costs	(+)	<u>\$0.00</u>

037 E Billing St  
ES8A AZ 85205



RECEIVED

DEC - 1 2020

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

HONORABLE DENNIS MONDALI  
UNITED STATES BANKRUPTCY  
COURT 17, 16TH FLOOR  
450 GOLDEN GATE AVE.  
SAN FRANCISCO CA. 94108

